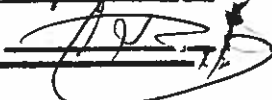


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| Appendix No: | 64255-17 |
| Date: | 1/5/08 |
| Signature: |  |

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement") is entered into as of this 25th day of July, 2000 by and among West Indian Space N.V., a company with limited liability validly existing under the laws of the Netherlands Antilles (together with its predecessor, successors and assigns, the "Corporation"), Imaging Holdings I, L.P. a Delaware limited partnership (together with its successors and assigns, "Imaging I"), Imaging Holdings Related, L.P., a Delaware limited partnership (together with its successors and assigns, "Imaging Related"), Imaging Holdings II, L.P. a Delaware limited partnership (together with its successors and assigns, "Imaging II"), each party that executes a Co-Investor Joinder Agreement in the form of Exhibit A hereto (each an "Imaging Co-Investor" and all Imaging Co-Investors, collectively with Imaging I, Imaging Related and Imaging II, the "Imaging Parties"), WIS Partners, L.P., a Bermuda limited partnership (together with its successors and assigns, "WIS Partners"), Financiere Bagatelle, S.A., a French societe anonyme (together with its successors and assigns, "F.B."), Merrill Lynch, Pierce, Fenner & Smith Incorporated, a Delaware corporation ("ML"), U.S. Bancorp Libra, a division of U.S. Bancorp Investments, Inc. ("Libra"), Loyd's Invest (Aerospace) Limited ("Loyd's" and collectively with ML and Libra, the "Other Series B Investors," and the Other Series B Investors, collectively with WIS Partners and F.B., the "Financial Investors"), Israel Aircraft Industries, Ltd., an Israeli corporation (together with its successors and assigns, "IAI"), Core Software Technology, Inc. ("Core") and Electro-Optics Industries, Ltd. (together with its successors and assigns, "ElOp" and collectively with IAI and Core, the "Industrial Parties") (each of the Imaging Parties and the Financial Investors and the Industrial Parties, individually, for so long as it holds securities of the Corporation, a "Securityholder" and, collectively, the "Securityholders").

RECITALS

WHEREAS, the Corporation, certain of the Securityholders and certain other parties have entered into that certain Securityholders' Agreement, dated as of the date hereof, pursuant to which, among other things, such parties have agreed to terminate that certain Registration Rights Agreement, dated as of September 27, 1999, by and among the Corporation, certain of the Securityholders and certain other parties thereto (the "Prior Agreement"), and to accept the rights created pursuant hereto in lieu of the rights granted to it under the Prior Agreement;

WHEREAS, the Corporation and the Imaging Parties have entered into that certain Amended and Restated Note Purchase Agreement, dated as of July 20, 2000, pursuant to which the Imaging Parties have agreed to purchase up to an aggregate principal amount of \$71 million of the Notes (as hereinafter defined) which are convertible into shares of the Corporation's Series C Preferred Stock which are convertible into shares of the Corporation's Common Stock; and

WHEREAS, as a condition to its purchase of the Notes, the Imaging Parties have required that all of the parties hereto enter into this Agreement which grants the Securityholders certain rights to have their Registrable Shares (as hereinafter defined) registered under the United States Securities Act of 1933, as amended (the "Securities Act").

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| Signature: | |
| Date: | |
| Appendix No: | |

51% of the Industrial Parties Registrable Shares (voting as separate classes), provided that no amendment, modification, supplement or waiver that treats any Securityholder differently from all other Securityholders shall be effective as regards such Securityholder unless consented to by such Securityholder.

(i) Interpretation. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(j) Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be one and the same agreement, and shall become effective when counterparts have been signed by each of the parties and delivered to each other party.

(k) Remedies. No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by any party hereto shall not constitute a waiver by any such party of the right to pursue any other available remedies.

It is acknowledged that a breach of the provisions of this Agreement could not be compensated adequately by money damages. Accordingly, any party hereto shall be entitled, in addition to any other right or remedy available to it, to an injunction restraining such breach or threatened breach and to specific performance of any provisions of this Agreement, and in either case no bond or other security shall be required in connection therewith. If any action shall be brought in equity to enforce any of the provisions of this Agreement, none of the parties hereto shall raise the defense that there is an adequate remedy at law and each of the parties hereto waives any and all defenses it may have on the ground of lack of jurisdiction or competence of the court to grant such injunction or other equitable relief. The existence of this right will not preclude any such Person from pursuing any other rights and remedies at law or in equity which such Person may have.

(l) Governing Law; Consent to Jurisdiction and Venue. In all respects, including all matters of construction, validity and performance, this Agreement and the obligations arising hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of New York applicable to contracts made and performed in such state, without regard to the principles thereof regarding conflicts of laws, and any applicable laws of the United States of America. THE CORPORATION AND EACH SECURITYHOLDER HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS SITTING IN NEW YORK, NEW YORK IN ANY ACTION, SUIT OR PROCEEDING ARISING IN CONNECTION WITH THIS AGREEMENT, AND HEREBY CONSENT TO PERSONAL JURISDICTION, WAIVE ANY OBJECTION AS TO JURISDICTION OR VENUE, AND AGREE NOT TO ASSERT ANY DEFENSE BASED ON LACK OF JURISDICTION OR VENUE, IN THE CITY OF NEW YORK, STATE OF NEW YORK. Service of process on the Corporation or any Securityholder in any action arising out of or relating to this Agreement shall be effective if mailed to such party in accordance with the procedures and requirements set forth in Section 11(c). Nothing herein shall preclude any

IN WITNESS WHEREOF, the parties hereto have executed this Registration Rights Agreement as of the date and year first written above.

WEST INDIAN SPACE N.V.

By: Jacob S. Weiss
Name: Jacob Weiss
Title: Chairman of the Executive Committee of the Board

By: Stephen M. Wilson
Name: Stephen M. Wilson
Title: Vice Chairman of the Board

IMAGING HOLDINGS I, L.P.

By: Imaging Holdings I, LLC, its
general partner

By: Jonathan Berger
Jonathan Berger
President

IMAGING HOLDINGS II, L.P.

By: Imaging Holdings II, LLC, its
general partner


By: Jonathan Berger
Jonathan Berger
President

IMAGING HOLDINGS RELATED, L.P.

By: Imaging Holdings Related, LLC, its
general partner

By: Jonathan Berger
Jonathan Berger
President

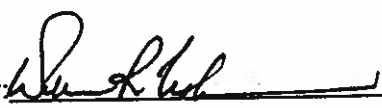
ISRAEL AIRCRAFT INDUSTRIES, LTD.

By: 
Name: ABRAHAM KNOBLER
Title: VICE PRESIDENT FINANCE

ELECTRO-OPTICS INDUSTRIES, LTD.

By: _____
Name:
Title:

CORE SOFTWARE TECHNOLOGY, INC.

By: 
Name: WILLIAM R USHER
Title: CHAIRMAN + CEO

ISRAEL AIRCRAFT INDUSTRIES, LTD.

By: _____
Name:
Title:

ELECTRO-OPTICS INDUSTRIES, LTD.

By: _____
Name: *JACOB J. REN*
Title: *President & CEO*


CORE SOFTWARE TECHNOLOGY, INC.

By: _____
Name:
Title:

WIS PARTNERS, L.P.

By: WIS Corp., Ltd. (the General Partner)

By:


Judas Azuelos, President

By:

Natalia Hercot, Secretary

FINANCIERE BAGATELLE, S.A.

By: _____

Name:

Title:

**MERRILL LYNCH, PIERCE,
FENNER & SMITH INCORPORATED**

By: _____

Name:

Title:

**U.S. BANCORP LIBRA, A DIVISION OF U.S.
BANCORP INVESTMENTS, INC.**

By: _____

Name:

Title:

LOYD'S INVESTMENTS (USA) CORP.

By: _____

Name:

Title:

WIS PARTNERS, L.P.

By: WIS Corp., Ltd. (the General Partner)

By: _____
Judas Azuelos, President

By: 
Natalia Hercot, Secretary

FINANCIERE BAGATELLE, S.A.

By: _____
Name:
Title:

**MERRILL LYNCH, PIERCE,
FENNER & SMITH INCORPORATED**

By: _____
Name:
Title:

**U.S. BANCORP LIBRA, A DIVISION OF U.S.
BANCORP INVESTMENTS, INC.**

By: _____
Name:
Title:

LOYD'S INVESTMENTS (USA) CORP.

By: _____
Name:
Title:

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WIS PARTNERS, L.P.

By: _____
Name:
Title:

FINANCIERE BAGATELLE, S.A.

By: Dr. Richard
Name: Richard MEHEUT
Title: Chairman

MERRILL LYNCH, PIERCE,
FENNER & SMITH INCORPORATED

By: _____
Name:
Title:

U.S. BANCORP LIBRA, A DIVISION OF U.S.
BANCORP INVESTMENTS, INC.

By: _____
Name:
Title:

LOYD'S INVESTMENTS (USA) CORP.

By: _____
Name:
Title:

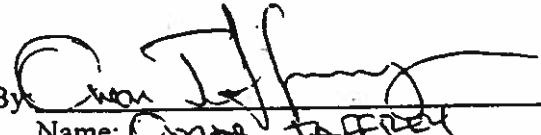
WIS PARTNERS, L.P.

By: _____
Name: _____
Title: _____

FINANCIERE BAGATELLE, S.A.

By: _____
Name: _____
Title: _____

**MERRILL LYNCH, PIERCE,
FENNER & SMITH INCORPORATED**

By:  _____
Name: Cynthia JAFFREY
Title: DIRECTOR

**U.S. BANCORP LIBRA, A DIVISION OF U.S.
BANCORP INVESTMENTS, INC.**

By: _____
Name: _____
Title: _____

LOYD'S INVESTMENTS (USA) CORP.

By: _____
Name: _____
Title: _____

WIS PARTNERS, L.P.

By: _____
Name:
Title:

FINANCIERE BAGATELLE, S.A.

By: _____
Name:
Title:

**MERRILL LYNCH, PIERCE,
FENNER & SMITH INCORPORATED**

By: _____
Name:
Title:

**U.S. BANCORP LIBRA, A DIVISION OF U.S.
BANCORP INVESTMENTS, INC.**

By: *Robert G. Morrish*
Name: Robert G. Morrish
Title: Executive Vice President

LOYD'S INVEST (AEROSPACE) LIMITED

By: _____
Name:
Title:

WIS PARTNERS, L.P.

By: _____
Name:
Title:

FINANCIERE BAGATELLE, S.A.

By: _____
Name:
Title:


**MERRILL LYNCH, PIERCE,
FENNER & SMITH INCORPORATED**

By: _____
Name:
Title:

**U.S. BANCORP LIBRA, A DIVISION OF U.S.
BANCORP INVESTMENTS, INC.**

By: _____
Name:
Title:

LOYD'S INVEST (AEROSPACE) LIMITED

By:  _____ Director
Name: YORAM GIVACH
Title: Director